

EXHIBIT 1

Plaintiffs' Proposed First Amended Complaint

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

PARADISE ENTERTAINMENT
LIMITED, a Bermuda corporation;
LT GAME, INC., a Nevada corporation;
and LT GAME LIMITED, a British
Virgin Islands corporation,

Plaintiffs,

v.

EMPIRE TECHNOLOGICAL GROUP
LIMITED, a Nevada corporation;
GAMING SPECIALIZED LOGISTICS
LLC, a Nevada limited liability company;
LINYI FENG, an individual;
ROY KELCEY ALLISON, an individual;
DARYN KIELY, an individual; and YI
ZHAO, an individual,

Defendants.

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Case No. 2:24-cv-00428-JCM-BNW

FIRST AMENDED COMPLAINT

JURY TRIAL DEMANDED

EMPIRE TECHNOLOGICAL GROUP
LIMITED, a Nevada corporation;
GAMING SPECIALIZED LOGISTICS
LLC, a Nevada limited liability company;
LINYI FENG, an individual;
ROY KELCEY ALLISON, an individual;
and DARYN KIELY,

Counterclaimants,

v.

PARADISE ENTERTAINMENT
LIMITED, a Bermuda corporation; and
LT GAME, INC., a Nevada corporation,

Counterdefendants.

FIRST AMENDED COMPLAINT

Plaintiffs Paradise Entertainment Limited (“**Paradise**”), LT Game, Inc. (formerly called LT Game (Canada) Limited) (“**LT Game**”), and LT Game Limited (“**LTG Limited**”) (collectively, “**Plaintiffs**”) file this Complaint against Defendants Empire Technological Group Limited (“**Empire**”); Gaming Specialized Logistics LLC (“**GSL**”); Mr. Linyi “Frank” Feng (“**Mr. Feng**”), Mr. Roy Kelcey Allison (“**Mr. Allison**”), Mr. Daryn Kiely (“**Mr. Kiely**”), and Ms. Yi “Betty” Zhao (“**Ms. Zhao**”) (collectively, “**Defendants**”) and as claim for relief state as follows:

NATURE OF THE ACTION

1. This is an action for state and federal claims of misappropriation of trade secrets, copyright infringement, fraud, constructive fraud, conspiracy, conversion, racketeering, unjust enrichment, breach of fiduciary duty, aiding and abetting, breach of contract, and tortious interference with contract.

PARTIES

2. Paradise is a Bermuda corporation with its principal place of business at Unit C, 19th Floor, Entertainment Building, 30 Queen’s Road Central, Hong Kong. Paradise is a public company with its issued shares traded on the Main Board of The Stock Exchange of Hong Kong

1 Limited (Stock Code: 1180). Paradise is the parent company of LT Game and LTG Limited.

2 3. LT Game is a Nevada corporation with its principal place of business at 6445 W.
3 Sunset Road, Suite 134, Las Vegas, Nevada 89118. LT Game is an indirect wholly owned
4 subsidiary of Paradise. On April 16 2024, the company changed its name from LT Game (Canada)
5 Limited to LT Game, Inc.

6 4. LTG Limited is a British Virgin Islands corporation with its principal place of
7 business at Em Macau, Avenida de Venceslau de Morais N°S 175-179, Industrial Kin Ip 10° Andar
8 B, Macau. LTG Limited is a subsidiary of Paradise.

9 5. Empire is a Nevada corporation with its principal place of business at 1106 Palms
10 Airport Drive, Las Vegas, Nevada 89119.

11 6. GSL is a Nevada limited liability company with its principal place of business at
12 225 Cromarty Street, Henderson, Nevada 89012.

13 7. Mr. Feng is an individual residing in Clark County, Nevada.

14 8. Mr. Allison is an individual residing in Clark County, Nevada.

15 9. Mr. Kiely is an individual residing in Clark County, Nevada.

16 10. Ms. Zhao is an individual residing in Macau.

17 **JURISDICTION**

18 11. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because multiple
19 claims at issue are governed by the laws of the United States, specifically the Defend Trade Secrets
20 Act, 18 U.S.C. §§ 1836, *et seq.*, the Copyright Act, 17 U.S.C. §§ 101, *et seq.*, and the Racketeering
21 Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §§ 1961, *et seq.* Plaintiffs invoke
22 the supplemental jurisdiction of this Court to hear and decide claims arising under state law
23 pursuant to 28 U.S.C. § 1367.

24 12. This Court has personal jurisdiction over Defendants because Empire is a Nevada
25 Corporation and GSL is a Nevada limited liability company, both with principal places of business
26 in this district, and Mr. Feng, Mr. Allison, and Mr. Kiely reside in Nevada. The Court has
27 jurisdiction over Ms. Zhao because Ms. Zhao has contracted with Empire, a Nevada Corporation,

1 to work as an employee of Empire, has traveled to Nevada to do business on behalf of Empire, and
2 receives direction from and works closely with individuals located in and operating out of Nevada,
3 including Mr. Feng, Mr. Allison, and Mr. Kiely. Thus, Ms. Zhao has purposefully directed her
4 activities towards Nevada and has availed herself of conducting business in Nevada, and Plaintiffs'
5 claims arise from and relate to these activities. Additionally, Ms. Zhao knowingly caused harm to
6 LT Game, a Nevada corporation, in this District and should expect to be called to court here.

7 13. Venue in this judicial district is proper under 28 U.S.C. §§ 1391 and 1400 because
8 Empire, GSL, Mr. Feng, Mr. Allison, and Mr. Kiely reside in this district and because a substantial
9 part of the events giving rise to the dispute occurred and are occurring in this district, a substantial
10 part of the property that is the subject of the action was and is situated in this district, and the Court
11 has personal jurisdiction over each of the defendants as alleged throughout this Complaint.
12 Pursuant to 28 U.S.C. § 1391(c)(3), Ms. Zhao, who is not a resident of the United States, may be
13 sued in any judicial district.

14 **FACTUAL BACKGROUND**

15 **Paradise, LT Game, Empire and LTG Limited**

16 14. Paradise is a well-known global supplier of electronic gaming equipment and
17 systems. It was incorporated in 1996 and listed on the Main Board of The Stock Exchange of
18 Hong Kong Limited in 1997.

19 15. Paradise is an innovator in gaming technology and possesses significant intellectual
20 property assets. Together, Paradise and its subsidiaries (collectively, the “**Paradise Group**”)
21 develop, sell, and lease their high-tech electronic gaming products worldwide. The Paradise Group
22 dominates the electronic table game market in Macau and, through LT Game, LTG Limited, and
23 other group companies, has been investing in the development of slot machines, electronic table
24 game machines, and other high-tech gaming products.

25 16. Paradise operates its worldwide electronic gaming equipment and systems business
26 under the brand name “LT Game.” Paradise’s subsidiary companies include LTG Limited, which
27 operates in Macau, and LifeTec (Holdings) Limited (“**LifeTec**”), which owns LT Capital Limited,

1 which in turn owns LT Game. LTG Limited has acted as an intermediate company under the
2 control of Paradise to manage various LT Game affairs, including the hiring and payment of LT
3 Game counsel. LTG Limited is an entity that would have stood to gain income from LT Game,
4 and that, like Paradise, lost income due to LT Game's losses.

5 17. The electronic gaming equipment and systems business is a highly competitive
6 industry. To gain and maintain a competitive advantage, the Paradise Group expends substantial
7 time, effort, and resources developing, creating, and maintaining, among other things: (1)
8 confidential and proprietary information, including but not limited to information about the
9 Paradise group, its employees, and its customers, operational and financial information, product
10 information, marketing and sales strategies, and institutional knowledge relating to the electronic
11 gaming industry (collectively, "Confidential Business Information"); (2) trade secrets, including
12 but not limited to financial, business, technical, and engineering information including software,
13 hardware, computer programming code, and product designs and prototypes (collectively, "Trade
14 Secrets"); and (3) relationships with customers, employees, and third-party vendors.

15 18. The Paradise Group's Confidential Business Information and Trade Secrets are not
16 generally known to the public or within the electronic gaming industry and have independent
17 economic value because the information is not readily ascertainable by independent investigation
18 and provide the Paradise Group with a significant competitive advantage.

19 19. Competitors would greatly benefit from obtaining the Paradise Group's
20 Confidential Business Information and Trade Secrets. Accordingly, the Paradise Group takes care
21 to safeguard and protect its Confidential Business Information and Trade Secrets from disclosure
22 or use by competitors, third parties, or the public.

23 20. The Paradise Group's efforts to maintain the secrecy of its Confidential Business
24 Information and Trade Secrets include, but are not limited to, the following: (1) implementing
25 policies and procedures that limit access to such information; (2) entering into confidentiality and
26 non-compete agreements with Paradise Group employees; (3) limiting internal distribution of the
27 information to only those employees who need the information to perform their specific job

1 functions; (4) restricting physical and technological access to the information; (5) securing the
2 physical and electronic storage of the information; and (6) clearly and conspicuously marking the
3 information as confidential.

4 21. For example, the Paradise Group maintains password protections, trains employees
5 to safeguard Confidential Business Information and Trade Secrets, marks confidential materials
6 with confidentiality provisions, and operates in a culture and environment where employees
7 understand and take seriously the need to keep all Confidential Business Information and Trade
8 Secrets confidential.

9 22. The Paradise Group is led by Dr. Jay Chun (“**Dr. Chun**”), who is the controlling
10 shareholder, executive and managing director, and chairman of Paradise. All of Paradise’s
11 subsidiary companies are ultimately controlled by Paradise’s management team, which includes
12 Dr. Chun and his immediate reports. Dr. Chun is a prolific inventor and entrepreneur in the gaming
13 industry and has decades of casino management and investment experience in global gaming
14 markets.

15 23. Dr. Chun is married to Mr. Feng’s sister; Mr. Feng is Dr. Chun’s brother-in-law.

16 24. On information and belief, prior to 2008, Mr. Feng was unemployed. Although
17 Mr. Feng had no experience in the gaming industry, Dr. Chun desired to assist Mr. Feng out of his
18 care and patronage. In consideration of Mr. Feng being a close family member, Dr. Chun arranged
19 for Mr. Feng to join the Paradise Group as a North American representative.

20 25. As a close family member, Mr. Feng induced reliance on his special fiduciary
21 relationship with Dr. Chun and Paradise by professing his desire to work to exclusively advance
22 the interests of the Paradise Group. Because of this inducement and Mr. Feng’s unique position
23 of confidence, Paradise went on to entrust Mr. Feng with leadership roles in the Paradise Group’s
24 North American operations.

25 26. In February 2008, Paradise incorporated LT Game in Ontario, Canada, to explore
26 the North American market for its electronic gaming products. LT Game, now a Nevada
27 corporation, is involved with the development, marketing, sale, and lease of the Paradise Group’s

1 electronic gaming products in the North American market.

2 27. Relying on Mr. Feng's special fiduciary relationship and his affirmations of loyalty,
3 Paradise arranged for Mr. Feng to manage LT Game, which Mr. Feng did from February 19, 2008,
4 to February 28, 2022, as its president, secretary, treasurer, and sole director.

5 28. As president, secretary, treasurer, and sole director of LT Game, Mr. Feng was
6 given access to and was permitted to use the Paradise Group's Confidential Business Information
7 and Trade Secrets to the extent necessary to perform his duties during his employment. This access
8 and permission were given based upon Mr. Feng's special fiduciary relationship, his affirmations
9 of loyalty, and his position as a senior officer of both LT Game and the Paradise Group. Mr. Feng
10 knew that the information he was given access to and was permitted to use constituted Confidential
11 Business Information and Trade Secrets, knew that he had a duty to keep the information
12 confidential and secret, and understood that using the Confidential Business Information and Trade
13 Secrets for any unauthorized purpose would be misappropriation.

14 29. In September 2012, Paradise arranged for the incorporation of Empire in the British
15 Virgin Islands under the name LT Game International ("**LT Game International**"). Paradise
16 installed Mr. Wang Tao Feng (an individual with no relation to either Mr. Feng or Dr. Chun) to
17 act as the sole shareholder of the company. The official correspondence address and the location
18 of books and records for LT Game International was Paradise's offices in Hong Kong.

19 30. Soon after its incorporation, LT Game International changed its name to LT Game
20 International (US) Limited ("**LT Game US**"), highlighting Paradise's intention for the entity to
21 promote its LT Game business in the U.S. gaming market. In May 2016, the name LT Game US
22 was changed to Empire.

23 31. In 2014, Paradise subsidiary LifeTec entered into a "Consultancy Agreement" with
24 Mr. Feng whereby Mr. Feng agreed to act as a consultant to provide general consultancy services
25 to LifeTec and the Paradise Group with respect to casino gaming equipment sales and services. In
26 exchange, Mr. Feng was paid a fee of several thousand dollars a month. The arrangement was
27 managed by Paradise. Under the Consultancy Agreement, Paradise caused a significant sum of

1 money to be paid to Mr. Feng over the course of many years.

2 32. In 2015, relying on Mr. Feng's special fiduciary relationship and his affirmations
3 of loyalty, Paradise placed Mr. Feng in charge of Empire. Paradise arranged the transfer of Empire
4 from Mr. Wang Tao Feng to Mr. Feng, recording a nominal payment of \$1 for the transfer.

5 33. The parties agreed that Mr. Feng would operate Empire, with Paradise's support
6 and financial assistance, for the exclusive benefit of the Paradise Group. Empire's role was to be
7 a long-term exclusive distributor for the Paradise Group. Through his conduct and
8 communications with Paradise (including specifically Dr. Chun), including communications by
9 interstate and/or foreign wire, Mr. Feng continuously reaffirmed this basic business structure at all
10 relevant time periods, consistently seeking out Paradise's approval to engage in corporate actions
11 for Empire, requesting financial support for Empire, and providing updates on Empire activities.

12 34. Mr. Feng repeatedly referred to and addressed Dr. Chun as the leader of the overall
13 business operations among all the companies, consistently seeking Dr. Chun's approvals and
14 reporting to Dr. Chun as his boss (using that term).

15 35. Empire was intended to be—and was operated as—the long-term exclusive
16 distributor for the Paradise Group. Paradise along with LT Game or other subsidiaries paid for
17 Empire's business expenses. In his own communications and correspondence with Paradise,
18 including communications and correspondence by interstate and/or foreign wire, Mr. Feng
19 consistently reaffirmed, supported, and actively pursued this arrangement among the companies.
20 Paradise invested substantial sums of money to be paid to Empire, including by interstate and/or
21 foreign wire, for Empire's benefit so that Empire could act as the Paradise Group's long-term
22 exclusive distributor.

23 36. In addition to financial support, Dr. Chun and Paradise at all times provided to Mr.
24 Feng and the other defendants the business support necessary to build up Empire, including but
25 not limited to business strategies, insights, guidance, directions, networks, connections, partners,
26 and opportunities. Paradise arranged for Defendants to participate in global gaming exhibitions,
27 including but not limited to the Global Gaming Expo in Las Vegas and Asia, the ICE Show in

1 London, and the MGS Entertainment Show in Macau. The Paradise Group shared its human
2 resources and intellectual assets with Defendants, including but not limited to its research and
3 development and marketing resources.

4 37. While Mr. Feng operated Empire, Mr. Feng simultaneously continued in his role as
5 the president, secretary, treasurer, and sole director of LT Game until February 28, 2022, when he
6 resigned.

7 **Mr. Feng's Scheme and the Involvement of Mr. Allison, Mr. Kiely, and Ms. Zhao**

8 38. On information and belief, at least as early as 2018, Mr. Feng decided to
9 surreptitiously transform Empire into a direct competitor of Paradise, LT Game, and LTG Limited.
10 Mr. Feng commenced a scheme to misappropriate Plaintiffs' intellectual property assets, Trade
11 Secrets, Confidential Business Information, and financial resources for his individual benefit.

12 39. On information and belief, in 2018, Mr. Feng communicated to Mr. Allison an
13 interest in getting into the slot machine business. At that time, Mr. Allison was self-employed as
14 the sole owner and operator of GSL, where he provided consulting services relating to the gaming
15 industry.

16 40. Mr. Allison had been the chief executive officer of Aruze Gaming America, Inc.
17 ("Aruze"), a competitor of Paradise and LT Game, from 2009 until 2016.

18 41. Mr. Feng arranged for GSL to provide sales consulting services to Empire. Mr.
19 Feng sought Paradise's approval and permission to engage GSL and jointly agreed that LT Game
20 would contract with GSL but that the contract was for service provided to Empire. GSL proceeded
21 to provide sales consulting services to Empire, and LT Game paid GSL's invoices.

22 42. On information and belief, Mr. Feng and Mr. Allison began conspiring to leverage
23 Plaintiffs' resources to pursue independent business opportunities while intentionally misleading
24 Paradise into believing that the longstanding arrangement with Empire—where Empire was to act
25 as the Paradise Group's long-term exclusive distributor—was still in place.

26 43. At all material times, Paradise had no knowledge that Empire would pursue
27 separate business with other gaming companies. As such, Paradise continued to provide Empire

1 with financial resources, including by interstate and/or foreign wire, and other support. Paradise
2 also continued to allow Mr. Feng to serve dual roles, managing both LT Game and Empire, not
3 knowing that Mr. Feng was surreptitiously transforming Empire into a direct competitor.

4 44. For many years, Empire occupied the same physical location as LT Game, such
5 that Mr. Feng was literally performing his duties for Empire and LT Game in the same place at the
6 same time. This arrangement meant that Paradise and LT Game were subsidizing Empire by
7 paying for Empire's office space and equipment. Paradise and LT Game did this premised on the
8 understanding that Empire was being built up to be the Paradise Group's long-term exclusive
9 distributor. Mr. Feng induced this understanding with his special fiduciary relationship and his
10 affirmations of loyalty. Empire eventually leased additional office space while still siphoning off
11 money and resources from LT Game.

12 45. At the direction and approval of Paradise, LT Game paid for the salaries of
13 Empire's employees, including but not limited to Mr. Allison and Mr. Kiely. Paradise and LT
14 Game did this premised on the understanding that Empire was being built up to be the Paradise
15 Group's long-term exclusive distributor. Mr. Feng induced this understanding with his special
16 fiduciary relationship and his affirmations of loyalty, and Mr. Feng actively pursued this
17 arrangement.

18 46. Paradise, along with LT Game or other subsidiaries, paid for, including by interstate
19 and/or foreign wire, the required certifications of gaming equipment distributed by Empire by way
20 of sale or lease. This included payments to BMM Testlabs on behalf of Empire for the purpose of
21 testing game equipment and systems. Paradise and LT Game did this premised on the
22 understanding that Empire was being built up to be the Paradise Group's long-term exclusive
23 distributor. Mr. Feng induced this understanding with his special fiduciary relationship and his
24 affirmations of loyalty.

25 47. Mr. Feng arranged for LT Game's employees to have Empire email accounts and
26 leveraged LT Game's employees to engage in work that benefited Empire.

27 48. On information and belief, in February 2019, Mr. Feng and Mr. Allison,

endeavoring to establish Empire as a direct competitor of Paradise and LT Game, recruited Mr. Kiely to participate in their scheme. Mr. Kiely had been serving as the Executive Director of Engineering and the Vice President of Engineering for LT Game and the Paradise Group since joining the company in February 2016. Mr. Kiely began working concurrently for Empire.

49. In 2019, Mr. Feng attempted to assign approximately 5% of shares in Empire to Mr. Kiely without obtaining prior approval from Paradise and Dr. Chun. Paradise communicated to Mr. Feng that Empire was not his personal property and instructed him to undo the arrangement for the purpose of not diluting the shares of Empire. To Paradise's knowledge, Mr. Feng complied with Paradise's direction.

50. In 2019, LT Game entered into an employment agreement with Mr. Kiely to become chief technology officer for LT Game and the Paradise Group at an annual pay of \$243,000. Mr. Kiely and Mr. Feng, as president of and on behalf of LT Game, signed the August 30, 2019 Employment Contract (attached as **Exhibit A**).

51. Mr. Kiely's August 30, 2019 Employment Contract includes a broadly worded confidentiality provision (Section 6), as well as a non-competition/non-solicitation clause aimed at protecting the interests of LT Game and the Paradise Group (Section 7). The Employment Contract also calls for the return of all proprietary documents and information to LT Game upon termination (Section 5).

52. As chief technology officer of LT Game and the Paradise Group, Mr. Kiely's duties included managing LT Game's technical teams and working closely with the Paradise Group's research and development teams on new products and features. Mr. Kiely reported directly to Mr. Feng.

53. As chief technology officer of LT Game and the Paradise Group, Mr. Kiely was given access to and was permitted to use the Paradise Group's Confidential Business Information and Trade Secrets to the extent necessary to perform his duties during his employment. This access and permission were given based upon Mr. Kiely's agreement to preserve the confidentiality of such information as detailed in the August 30, 2019 Employment Contract and his position as an

1 officer of LT Game and the Paradise Group. Mr. Kiely knew that the information he was given
2 access to and was permitted to use constituted Confidential Business Information and Trade
3 Secrets, knew that he had a duty to keep the information confidential and secret, and understood
4 that using the Confidential Business Information and Trade Secrets for any unauthorized purpose
5 would be misappropriation.

6 54. Mr. Kiely had access to Plaintiffs' proprietary gaming platform, including its source
7 code, related assets, and libraries. This proprietary gaming platform is based on confidential
8 source code that Plaintiffs began licensing from Aspect Group Limited ("**Aspect**"), a Cayman
9 Islands corporation based in Hong Kong, in May 2017. In January 2019, Plaintiffs purchased the
10 legal and beneficial ownership of a version of Aspect's confidential source code. Plaintiffs have
11 since developed, modified, altered, and improved the confidential source code, resulting in
12 Plaintiffs' proprietary gaming platform.

13 55. Mr. Kiely had access to a computer program called "LTShoe" designed and
14 developed by Paradise subsidiary LTG Limited. The LTShoe program is used in the Paradise
15 Group's smart card shoes, which are software-controlled playing card dispensing machines that sit
16 on top of card tables and are used by card dealers ("**Smart Card Shoes**"). As chief technology
17 officer of LT Game and the Paradise Group and to the extent necessary to perform his duties during
18 his employment, Mr. Kiely had access to the LTShoe source code, which comprises and contains
19 trade secret material.

20 56. The LTShoe source code was completed in 2017, and the LTShoe program was
21 used in the Smart Card Shoes beginning in March 2018. The LTShoe source code contains a large
22 amount of material wholly original with LTG Limited and is copyrightable subject matter.

23 57. Paradise is the owner of all rights, title, and interest in and to the LTShoe source
24 code. On February 7, 2024, LTG Limited registered the LTShoe source code with the Register of
25 Copyrights following the rules for submitting source code containing trade secret material. The
26 Certificate of Registration (attached as **Exhibit B**) bears the number TX 9-358-765. On February
27 29, 2024, LTG Limited assigned all rights, title, and interest in and to the LTShoe copyright to

1 Paradise.

2 58. Mr. Kiely also had access to a computer program called “Paradise Golden Frog
3 Baccarat” (“**Paradise Golden Frog**”) designed and developed by LTG Limited. Paradise Golden
4 Frog was a variation to the standard game of baccarat comprised of various types of optional
5 wagers. As chief technology officer of LT Game and the Paradise Group and to the extent
6 necessary to perform his duties during his employment, Mr. Kiely had access to the Paradise
7 Golden Frog source code, which comprises and contains trade secret material.

8 59. Paradise Golden Frog was never published by the Paradise Group. The current
9 version of the Paradise Golden Frog source code was completed in 2020. The Paradise Golden
10 Frog source code contains a large amount of material wholly original with LTG Limited and is
11 copyrightable subject matter.

12 60. Paradise is the owner of all rights, title, and interest in and to the Paradise Golden
13 Frog source code. On February 7, 2024, LTG Limited registered the Paradise Golden Frog source
14 code with the Register of Copyrights following the rules for submitting source code containing
15 trade secret material. The Certificate of Registration (attached as **Exhibit C**) bears the number
16 TXu 2-411-586. On February 29, 2024, LTG Limited assigned all rights, title, and interest in and
17 to the Paradise Golden Frog copyright to Paradise.

18 61. With respect to the creation of intellectual property, including patents, the August
19 30, 2019 Employment Contract required that Mr. Kiely “accept that all notes, Intellectual Property
20 . . . made by you or that come into your possession whilst providing the Services under this
21 agreement remain the property of LT Game, and must be surrendered by you upon termination of
22 your employment” and defined “Intellectual Property” as “all intellectual property rights (as well
23 as any continuations, continuations-in-part, divisionals, reissues, re-examinations, and foreign
24 counterparts thereof), including but not limited to trademarks, trade dress . . . trade secrets, security
25 keys and the associated software thereof . . . and any other intellectual property or proprietary
26 rights (whether . . . patentable or unpatentable, patented or unpatented, copyrighted or
27 uncopyrighted) recognized in any country, region or jurisdiction worldwide.”

1 62. At all material times, the Paradise Group, including LT Game, were the entities
2 developing, manufacturing, and supplying innovative gaming products to Empire for distribution.
3 Empire merely did minor customization services on the gaming products for their North American
4 clients. Empire did not have the necessary resources to develop and manufacture its own
5 innovative products.

6 63. In 2020, LT Game hired Mr. Allison to be its senior vice president of operations
7 and business development at a base annual salary of \$190,000. Mr. Allison and Mr. Feng, as
8 President of and on behalf of LT Game, signed the January 1, 2020 Employment Contract (attached
9 as **Exhibit D**).

10 64. Mr. Allison's January 1, 2020 Employment Contract includes a broadly worded
11 confidentiality provision (Section 6), as well as a non-competition/non-solicitation clause (Section
12 7). The Employment Contract also calls for the return of all proprietary documents and
13 information to LT Game upon termination (Section 5).

14 65. As senior vice president of operations and business development of LT Game, Mr.
15 Allison's duties included assisting Mr. Feng and Mr. Kiely on new slot machine product
16 development, production, and sales, and liaising with the management of the Paradise Group when
17 necessary. Mr. Allison reported directly to Mr. Feng and agreed to perform the duties as assigned
18 by Mr. Feng, Mr. Kiely, and the Paradise Group management.

19 66. As senior vice president of operations and business development of LT Game, Mr.
20 Allison was given access to and was permitted to use the Paradise Group's Confidential Business
21 Information and Trade Secrets to the extent necessary to perform his duties during his employment.
22 This access and permission were given based upon Mr. Allison's agreement to preserve the
23 confidentiality of such information as detailed in the January 1, 2020 Employment Contract and
24 his position as a senior officer of LT Game and the Paradise Group. Mr. Allison knew that the
25 information he was given access to and was permitted to use constituted Confidential Business
26 Information and Trade Secrets, knew that he had a duty to keep the information confidential and
27 secret, and understood that using the Confidential Business Information and Trade Secrets for any

1 unauthorized purpose would be misappropriation.

2 67. In 2022, LT Game entered into an agreement with GSL under similar terms as Mr.
3 Allison's January 1, 2020 Employment Contract, including provisions relating to confidentiality,
4 intellectual property, and non-competition/non-solicitation. Per the terms of the agreement, Mr.
5 Allison retained ultimate responsibility for and control of the services performed by GSL for LT
6 Game and the Paradise Group. Mr. Allison, on behalf of GSL, signed the June 30, 2022 Agreement
7 (attached as **Exhibit E**). Mr. Feng was aware of this Agreement and its terms, including that GSL
8 was an agent of LT Game and the Paradise Group.

9 68. As an agent of LT Game and the Paradise Group, GSL was given access to and was
10 permitted to use the Paradise Group's Confidential Business Information and Trade Secrets to the
11 extent necessary to provide the agreed-upon services. This access and permission were given
12 based upon GSL's agreement to preserve the confidentiality of such information as detailed in the
13 June 30, 2022 Agreement and the principal-agent relationship between LT Game, Paradise Group
14 and GSL.

15 69. On information and belief, at least as early as November 2022, Mr. Feng, Mr. Allison,
16 and Mr. Kiely, endeavoring to establish Empire as a direct competitor of the Paradise Group,
17 recruited Ms. Zhao to participate in their scheme. Ms. Zhao had been serving as the Chief
18 Operating Officer of the Paradise Group's electronic gaming business since 2012. Prior to that,
19 she served from 2007 to 2012 as a Paradise Group marketing manager.

20 70. Ms. Zhao and Mr. Feng are cousins. Likewise, Ms. Zhao and Dr. Chun's wife (Mr.
21 Feng's sister) are cousins.

22 71. Like Mr. Feng, Ms. Zhao induced reliance on her special fiduciary relationship as
23 a close family member of Dr. Chun and professed her desire to work to exclusively advance the
24 interests of the Paradise Group.

25 72. As chief operating officer of the Paradise Group's electronic gaming business, Ms.
26 Zhao's duties included managing all Paradise Group operations under its "LT Game" brand,
27 including Paradise Group marketing teams, sales teams, product development teams, technical

1 teams, and IT support teams. Ms. Zhao would receive supervision and directives from Paradise's
2 board of directors and senior management, execute assigned tasks, and report to management on
3 the performance of these duties, particularly regarding matters that could impact the interests of
4 the Paradise Group. Ms. Zhao reported directly to Dr. Chun.

5 73. As chief operating officer of LTG Limited and the Paradise Group, Ms. Zhao was given
6 access to and was permitted to use the Paradise Group's Confidential Business Information and
7 Trade Secrets to the extent necessary to perform her duties during his employment. This access
8 and permission were given based upon Ms. Zhao's special fiduciary relationship, her affirmations
9 of loyalty, and her position as an officer of the Paradise Group. Ms. Zhao knew that the
10 information she was given access to and was permitted to use constituted Confidential Business
11 Information and Trade Secrets, knew that she had a duty to keep the information confidential and
12 secret, and understood that using the Confidential Business Information and Trade Secrets for any
13 unauthorized purpose would be misappropriation.

14 **Paradise and LT Game Pay for Empire's Gaming Licenses**

15 74. In or around 2018, Paradise, LT Game and/or LTG Limited, and Empire engaged
16 legal counsel to assist in, among other things, the handling of Empire's application for a Nevada
17 gaming license and other gaming licenses and the handling of employment law matters for LT
18 Game. Plaintiffs delegated Mr. Feng to be the primary point of contact with legal counsel.
19 However, Plaintiffs paid the legal bills for these matters, including bills for Empire's pursuit of
20 gaming licenses in Nevada and elsewhere. Mr. Feng fully supported and encouraged this
21 arrangement.

22 75. On information and belief, Mr. Feng, at the expense of Paradise, LTG Limited
23 and/or LT Game, directed legal counsel to do work that Mr. Feng intended to be for his own benefit
24 to the detriment of Plaintiffs. In his several updates and reports during the relevant time period,
25 including updates and reports by means of interstate and/or foreign wire, Mr. Feng fraudulently
26 induced Paradise (including Dr. Chun), LTG Limited, and/or LT Game to believe and understand
27 that these actions were for the benefit of Plaintiffs.

1 76. Paradise, along with LT Game or other subsidiaries, paid for, including by interstate
2 and/or foreign wire, Empire's expenses and fees (including legal fees) in obtaining gaming licenses
3 necessary to distribute products in different U.S. states and territories. Mr. Feng actively pursued
4 this arrangement, and induced Plaintiffs to spend the money based on Mr. Feng's assurances of
5 his fiduciary role and the intention that Empire would be the Paradise Group's long-term exclusive
6 distributor. Mr. Feng also regularly reported to Paradise on the status of the licenses, writing from
7 his LT Game email account and consistently referring to the Empire licenses as "our licenses,"
8 confirming that the licenses were intended to further Empire's exclusive distribution of products
9 for the benefit of the Paradise Group. Other LT Game's employees made similar reports to
10 Paradise, also consistently referring to the Empire licenses as "our licenses."

11 77. Pursuant to this collective effort, the most important license for Empire to obtain
12 was a Nevada gaming license. Among other things, a Nevada gaming license is expensive to
13 obtain, requiring payment of both licensing investigation charges and relevant attorneys' fees. The
14 large expense was well worth it to Plaintiffs for the sake of securing long-term distribution rights
15 for their exclusive distributor, Empire.

16 78. For the benefit of the Paradise Group, Paradise, along with LT Game or other
17 subsidiaries, paid legal fees associated with obtaining the Nevada gaming license for Empire. The
18 process of obtaining the Nevada gaming license for Empire began in or around 2018, and the
19 license was ultimately obtained in August 2023.

20 79. On information and belief, Mr. Feng intentionally steered the Nevada Gaming
21 Commission's investigation away from Paradise and LT Game and arranged that certain
22 employees like Mr. Kiely be interviewed by the Commission to ensure Mr. Feng's fraudulent
23 narrative was all the Commission would hear.

24 **The Commerce Casino Smart Card Shoe Deal**

25 80. Leading up to 2018, Paradise and LT Game had invested considerable time and
26 resources to develop a business relationship with Commerce Casino in Los Angeles, California.

27 81. On November 1, 2018, Empire, in its capacity as exclusive distributor for LT Game,

1 entered into an “Equipment Lease Agreement” with Commerce Casino. Plaintiffs authorized
2 Empire to make the deal for the benefit of LT Game. Under the deal, LT Game supplied Empire
3 with Smart Card Shoes containing the LTShoe program. Empire in turn leased LT Game’s Smart
4 Card Shoes to Commerce Casino. Ownership of the Smart Card Shoes at all times remained with
5 LT Game. The Equipment Lease Agreement was signed by Mr. Feng for Empire and by Mr.
6 Jeffrey Harris (“Mr. Harris”) for Commerce Casino.

7 82. The Commerce Casino Smart Card Shoe leasing deal was lucrative for LT Game
8 for a number of years.

9 83. In a January 21, 2022 email sent just before Mr. Feng resigned as president of LT
10 Game, Mr. Feng wrote to Dr. Chun saying: “I received a phone call from Commerce today and
11 they informed me their decision to remove our leasing card shoes on their game floor. The reason
12 which they gave to me is that they decided to go with other vendor’s products. The true reason
13 behind this is that our friend Commerce CEO Haig Papaian has retired from his position (due to
14 Commerce internal political fight) and Jeff Harris has been reduced his responsibilities. And the
15 new management members are very close to [Scientific Games]. That is why they made that
16 decision.”

17 84. As far as Paradise knew, Commerce Casino had terminated the contract at that
18 point. Paradise believed that the Smart Card Shoes had been returned to LT Game and repeatedly
19 asked Mr. Feng to try to deploy them for the further benefit of LT Game. In reporting on the status
20 of the Smart Card Shoes to Dr. Chun and other managers at Paradise, including reporting by means
21 of interstate and/or foreign wire, Mr. Feng failed to explain the true fate of the card shoes, as
22 discussed *infra* ¶¶ 140–43.

23 **Paradise First Learns of Mr. Feng’s Misconduct**

24 85. Mr. Feng resigned as President of LT Game in February 2022. At the time of his
25 resignation, Mr. Feng nonetheless reaffirmed in email messages to Dr. Chun and Paradise
26 management that he still considered himself to be working for the benefit of the Paradise Group.

27 86. In a February 9, 2022 email to Dr. Chun and others in Paradise management, Mr.

1 Feng induced reliance on his special fiduciary relationship, stating that he had been working for
2 Dr. Chun for more than 10 years as a close family member and representing that his obligations as
3 a fiduciary would continue after his resignation from LT Game and the Paradise Group. Mr. Feng
4 stated that he would take good care of the company's property and that if there were profitable
5 business opportunities, he would reach out to Dr. Chun. Mr. Feng further stated that he would
6 continue to work on obtaining U.S. gaming licenses and on other matters of which his assistance
7 would be needed by the Paradise Group.

8 87. Mr. Feng remained president of Empire, which Paradise still believed to be in the
9 role of the Paradise Group's long-term exclusive distributor.

10 88. On information and belief, Mr. Feng misappropriated the Paradise Group's
11 Confidential Business Information and Trade Secrets upon leaving LT Game and the Paradise
12 Group, using the Confidential Business Information and Trade Secrets to benefit himself and
13 Empire to the detriment of Plaintiffs.

14 89. Mr. Kiely resigned from his position as chief technology officer of LT Game and
15 the Paradise Group on March 31, 2023. A subsequent review of his LinkedIn profile showed that
16 he professed himself to be working concurrently as chief technology officer for Empire from
17 February 2019 through the present. In or around August 2023, Paradise learned that Mr. Kiely
18 was working at Empire.

19 90. On information and belief, Mr. Kiely misappropriated the Paradise Group's
20 Confidential Business Information and Trade Secrets upon leaving LT Game and the Paradise
21 Group, using the Confidential Business Information and Trade Secrets to benefit himself and
22 Empire to the detriment of Plaintiffs.

23 91. By working for Empire in competition with and adverse to Plaintiffs' interests both
24 during and after his employment with LT Game and the Paradise Group, Mr. Kiely breached the
25 terms of his August 30, 2019 Employment Contract.

26 92. Mr. Allison left LT Game and the Paradise Group on June 30, 2023. A subsequent
27 review of his LinkedIn profile showed that he professed himself to be working concurrently as

1 senior vice president of sales and marketing for Empire from March 2022 through September 2023.

2 In or around August 2023, Paradise learned that Mr. Allison was working at Empire.

3 93. On information and belief, Mr. Allison misappropriated the Paradise Group's
4 Confidential Business Information and Trade Secrets upon leaving LT Game and the Paradise
5 Group, using the Confidential Business Information and Trade Secrets to benefit himself and
6 Empire to the detriment of Plaintiffs.

7 94. By working for Empire in competition with and adverse to Plaintiffs' interests both
8 during and after his employment with LT Game and the Paradise Group, Mr. Allison breached the
9 terms of his January 1, 2020 Employment Contract.

10 95. On information and belief, GSL, through the actions of its sole owner and operator
11 Mr. Allison, acquired and misappropriated the Paradise Group's Confidential Business
12 Information and Trade Secrets.

13 96. GSL, through the actions of its sole owner and operator Mr. Allison that were
14 adverse to Plaintiffs' interest, breached the terms of the June 30, 2022 Agreement.

15 97. On September 19, 2023, Ms. Zhao tendered her resignation via email to Dr. Chun,
16 which was approved, with the last working day scheduled for October 20, 2023. Ms. Zhao
17 communicated verbally to Dr. Chun that her reason for resigning was exhaustion from years of
18 work and her desire to take a break.

19 98. Ms. Zhao assured Dr. Chun (through Dr. Chun's wife/Ms. Zhao's cousin) that she
20 would not work for Mr. Feng after leaving the Paradise Group. Induced by these
21 misrepresentations, the management of the Paradise Group—as a token of appreciation for her
22 years of service—provided Ms. Zhao with a long service payment exceeding the legal
23 requirements, despite her resignation being voluntary.

24 99. The following month, Ms. Zhao began formally working at Empire as its senior
25 vice president of international operations. On November 22, 2023, Empire issued a press release
26 regarding the appointment of Ms. Zhao.

27 100. Before leaving the Paradise Group yet only becoming apparent to Plaintiffs

1 following Ms. Zhao's departure, Ms. Zhao formatted the hard drive of her Paradise Group
2 computer such that all data on Ms. Zhao's computer was removed or erased. In doing so, Ms.
3 Zhao deleted files belonging to Plaintiffs. This action was not in accordance with standard
4 procedures or company policy, leading Plaintiffs to view it as suspicious.

5 101. On information and belief, Ms. Zhao misappropriated the Paradise Group's
6 Confidential Business Information and Trade Secrets upon leaving LTG Limited and the Paradise
7 Group, using the Confidential Business Information and Trade Secrets to benefit herself and
8 Empire to the detriment of Plaintiffs.

9 102. Ultimately, Empire solicited, recruited, and hired away key employees of LT Game,
10 LTG Limited, and the Paradise Group, including but not limited to individuals who were part of
11 the management and technology teams of the Paradise Group. These individuals, to the extent
12 necessary to perform their duties during their employment with LT Game, LTG Limited, and the
13 Paradise Group, were given access to and were permitted to use the Paradise Group's Confidential
14 Business Information and Trade Secrets while employed by LT Game and the Paradise Group. It
15 is impossible for these former employees—now employed by Empire—to perform their duties at
16 Empire without using the Paradise Group's Confidential Business Information and Trade Secrets
17 and, as a result, causing injury to Plaintiffs.

18 103. In or around August 2023, Paradise became aware of news reports that Empire
19 (doing business as "Play Synergy," a name that Paradise had not heard before) had acquired out
20 of bankruptcy the electronic gaming assets and intellectual property of Aruze, which had until then
21 been one of the primary competitors of LT Game and the Paradise Group in the distribution of
22 gaming equipment. Empire had paid \$7 million to buy the Aruze assets.

23 104. The publicity surrounding the Aruze deal marked the first time that Paradise had
24 learned that Mr. Feng was in business for himself and using Empire to serve his own independent
25 business purposes.

26 105. Mr. Feng's acquisition of the Aruze assets was also notable because Paradise had
27 asked Mr. Allison for advice about whether to purchase any of those assets, and Mr. Allison

1 deliberately dodged the inquiry, refusing to advise on it. Mr. Allison desired that Mr. Feng and
2 Empire would be unchallenged in pursuing the Aruze assets.

3 106. In the ensuing discussions between Mr. Feng and Paradise after Empire's
4 acquisition of the Aruze assets, Mr. Feng insisted that he had no obligations to Plaintiffs and was
5 free to use Empire—and the gaming licenses that Paradise had paid for—however he wanted,
6 including to compete with Plaintiffs.

7 107. On October 3, 2023, Empire and Mr. Feng filed a Nevada state declaratory
8 judgment action against LT Game and Paradise in the Clark County District Court, Case No. A-
9 23-878908-B, Dept. No. XVI. The complaint states that Empire and Mr. Feng seek “a declaration
10 that Paradise has no ownership interest in, and no right to control, Empire, and no legal or equitable
11 interest in any of Empire's assets, including its gaming licenses.” That case has since been
12 dismissed.

13 **Subsequent Revelations About Mr. Feng's Improper Activities**

14 108. The initiation of Mr. Feng's declaratory judgment lawsuit prompted Plaintiffs to
15 engage in a deeper investigation of Mr. Feng's prior activities. This investigation has thus far
16 revealed that Mr. Feng was secretly engaged in significant self-dealing, competition with
17 Plaintiffs, and usurpation of Plaintiffs' opportunities, all at a time when he was president of LT
18 Game and senior management of the Paradise Group and owed LT Game and the Paradise Group
19 fiduciary duties.

20 109. Indeed, Mr. Feng was engaged in fraud, extracting and leveraging money and
21 resources from Plaintiffs for his own personal ambitions. Mr. Feng not only concealed his business
22 activities from Paradise but actively tried to deflect any suspicion by continuing to converse and
23 behave with Dr. Chun and Paradise management, including through interstate and/or foreign wire
24 communications, as if he were playing the role that Paradise believed him to be in—president of
25 LT Game and senior management of the Paradise Group, acting in the best interests of LT Game
26 and the Paradise Group, and president of Empire, operating that company as a long-term exclusive
27 distributor for the Paradise Group.

1 110. It is apparent now that Mr. Feng was liberally using LT Game's employees to
2 double as employees not only for Empire but also for Mr. Feng's other various companies and in
3 service of Mr. Feng's business plan to have Empire compete with Plaintiffs.

4 111. Mr. Feng induced Mr. Allison, Mr. Kiely, and Ms. Zhao to perform substantive
5 work for Empire in furtherance of Mr. Feng's plan to supplant Plaintiffs at a time when Mr.
6 Allison, Mr. Kiely, and Ms. Zhao were still working for Plaintiffs, were fiduciaries of Plaintiffs,
7 and had access to the Paradise Group's Confidential Business Information and Trade Secrets. Mr.
8 Feng then ultimately induced Mr. Allison, Mr. Kiely, and Ms. Zhao to leave Plaintiffs completely
9 in favor of Empire. Mr. Feng deliberately concealed all these arrangements from Paradise, and
10 Paradise was otherwise unaware of Mr. Feng's plans and secret actions.

11 112. [REDACTED]
12 [REDACTED]
13 [REDACTED] That company did not
14 exist.

15 113. On August 7, 2017, Mr. Kiely presented Paradise with a draft Master Service
16 Agreement with "Playful Games, Inc.," which lists the fake company's address as a particular
17 address located on Iron Ridge Drive in Las Vegas ("**the Iron Ridge Property**"). Public records
18 show that Mr. Feng and his wife, Ms. Tiehui Qiu ("**Ms. Qiu**"), purchased the Iron Ridge Property
19 in May 2017.

20 114. In response, Paradise noted that information regarding "Playful Games, Inc." could
21 not be found and that the Iron Ridge Property's address appeared to be a residential address.
22 Paradise indicated that in order to proceed, it would need written evidence that "Playful Games,
23 Inc." exists.
24

25 115. After this response from Paradise, Mr. Feng and Mr. Kiely ceased their attempt to
26 have LT Game contract with the fake company Playful Games, Inc.
27

1 116. Upon conducting a deeper investigation into Mr. Feng's prior activities, it was
2 revealed that on April 29, 2019, without informing Paradise or LT Game, Mr. Feng set up a new
3 Nevada company called "Playful Interactive Inc." ("**Playful Interactive**"), [REDACTED]
4 [REDACTED]. As of the most recent filing, April 29, 2022, Mr.
5 Feng was listed as the President, Secretary, Treasurer, and Director of Playful Interactive. [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]. Playful Interactive was dissolved on October 25, 2022.

9 117. Upon conducting a deeper investigation into Mr. Feng's prior activities, it was
10 revealed that on December 14, 2019, without informing Paradise or LT Game, Empire filed a
11 trademark application with the United States Patent and Trademark Office ("**USPTO**") for
12 "GOLDEN FROG BACCARAT," U.S. Serial No. 88727507. Ultimately, Empire failed to
13 respond or filed a late response to a USPTO action, and the application was abandoned.

14 118. Upon conducting a deeper investigation into Mr. Feng's prior activities, it was
15 revealed [REDACTED]
16 [REDACTED]
17 [REDACTED].

18 119. Without informing Plaintiffs, [REDACTED]
19 [REDACTED]
20 [REDACTED].

21 120. [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]. This was done without the knowledge or approval of Paradise.

1 121. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 122. On information and belief, [REDACTED]

5 [REDACTED]

6

7 123. In July 2020, Mr. Feng and Mr. Kiely filed a U.S. provisional patent application for
8 what would ultimately result in U.S. Patent No. 11,341,807 entitled “*Display Assembly for*
9 *Relevant Messaging for Gaming Apparatus and Methods Therefor.*” Although this patent reflected
10 a corporate opportunity for LT Game and was drafted while Mr. Kiely was an employee/officer of
11 LT Game and Paradise Group, Mr. Feng concealed his patent strategy from Plaintiffs. The ’807
12 Patent was assigned to Empire. On June 8, 2022, Empire filed a patent infringement lawsuit
13 against Light & Wonder, Inc. and SG Gaming, Inc. Mr. Feng never informed Paradise of any of
14 these activities, nor was Paradise otherwise aware of them. In fact, Mr. Feng and Mr. Kiely are
15 the named inventors on several patents that were filed and prosecuted while they worked for the
16 interests of LT Game and the Paradise Group but which were assigned to Empire.

17 124. The terms of Mr. Kiely’s employment with LT Game would have required him to
18 assign ownership of such patent rights to LT Game, so the assignment to Empire breached Mr.
19 Kiely’s obligations to LT Game. The assignment also amounts to a usurpation of a business
20 opportunity of LT Game in favor of Empire.

21 125. On February 21, 2020, Playful Interactive posted a YouTube video titled
22 “ShortDeck Poker Demo.” The video depicts an online multiplayer poker game and shows the
23 player username “Jeff Conradi.” On information and belief, Mr. Feng induced Mr. Conradi to
24 develop this Playful Interactive poker game while working for LT Game.

25 126. On June 4, 2020, Playful Interactive posted a YouTube video titled “Golden Frog
26 Baccarat Demo.” The video depicts a Golden Frog Baccarat mobile application (“**app**”) allowing
27 for online multiplayer baccarat and shows the player usernames “Daryn Kiely” and “Jeff Conradi.”

1 On information and belief, Mr. Feng induced Mr. Conradi to develop the Playful Interactive app
2 while working for LT Game by using, copying, reproducing, and/or creating derivative versions
3 of the Paradise Golden Frog source code.

4 127. On June 29, 2020, Mr. Allison emailed a screenshot of the Golden Frog Baccarat
5 app from his phone to his Empire email address. The screenshot shows the player username
6 “Kelcey Allison.”

7 128. In August 2020, Playful Interactive released an app called “Golden Frog Casino—
8 Baccarat,” an online version of Golden Frog Baccarat. On information and belief, the Golden Frog
9 Casino—Baccarat app uses, copies, reproduces, and/or is a derivative version of the Paradise
10 Golden Frog source code. Further, the misappropriated, infringing app was distributed through
11 the Apple App Store and Android Google Play, where it was made available to the public.

12 129. On May 21, 2021, Mr. Feng set up a new Nevada company called Akkadian
13 Enterprises (“**Akkadian**”). Mr. Feng deliberately concealed Akkadian from Paradise. Akkadian
14 became a covert vehicle to help Mr. Feng build up his competitive business against Plaintiffs.

15 130. [REDACTED]
16 [REDACTED].

17 131. Mr. Feng used Akkadian to purchase a large portfolio of intellectual property from
18 a company called Synergy Blue LLC in 2021. Mr. Feng deliberately concealed this opportunity,
19 usurping it from LT Game despite his role as president and a fiduciary of LT Game and the
20 Paradise Group and despite LT Game’s objective to develop gaming equipment and pursue
21 relevant intellectual property opportunities.

22 132. On information and belief, Mr. Feng caused Akkadian to enter into various
23 agreements with LT Game and deliberately concealed these dealings from Paradise.

24 133. On April 26, 2022, Mr. Kiely caused LT Game to enter into a contract with
25 Akkadian for slot game development. Mr. Kiely signed on behalf of LT Game. Mr. Feng and Mr.
26 Kiely deliberately failed to inform Paradise that [REDACTED]

27 [REDACTED].

1 134. On information and belief, in 2021, Empire began engaging in business under the
2 brand name “Play Synergy.”

3 135. Between August 12, 2021, and October 4, 2021, Mr. Feng rapidly formed several
4 other companies, including: (1) Solution Gaming Technologies (“**Solution Gaming**”); (2)
5 Victorian Investment Holdings (“**Victorian**”); (3) Ephesus Holdings, LLC; (4) F&T Holdings
6 LLC; (5) F&T LV Real Estate 1, LLC; (6) F&T LV Real Estate 2, LLC; (7) F&T LV Real Estate
7 3, LLC; (8) Montemoro, LLC; (9) F&T Business LLC; (10) F&T Commercial Real Estate LLC;
8 (11) F&T Gaming LLC; (12) F&T Holdings LLC; and (13) F&T Residential Real Estate LLC.
9 All of the formation of these companies was done without Paradise’s knowledge and at a time
10 when LT Game — under the direction of Mr. Feng — was operating at a financial loss and unable
11 to generate any profit. Mr. Feng formed these companies in furtherance of his fraudulent scheme
12 to build up a competing business to supplant Plaintiffs in the market.

13 136. [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 137. [REDACTED]
17 [REDACTED]
18 [REDACTED].

19 138. On November 5, 2021, Empire again filed a trademark application with the USPTO
20 for “GOLDEN FROG BACCARAT,” U.S. Serial No. 97110870. Empire indicated that the first
21 use date was January 7, 2019, and the first use in commerce date was April 16, 2019. The USPTO
22 granted registration on September 13, 2022, U.S. Registration No. 6846402.

23 139. In December 2021, while still serving as president of LT Game, Mr. Feng
24 negotiated with Sockeye Software to have Empire become the exclusive licensee of Sockeye’s
25 platform development software for computerized slot machines, entering into an agreement
26 effective February 8, 2022. The Sockeye Software deal was conducted without Paradise’s
27 knowledge, and Mr. Feng deliberately concealed it from Plaintiffs. This was an opportunity that

1 Mr. Feng usurped from LT Game at a time when LT Game —under the direction of Mr. Feng—
2 was operating at a financial loss and unable to generate any profit.

3 140. On or around January 2022, Mr. Feng induced Mr. Harris to terminate Commerce
4 Casino’s prior Smart Card Shoe leasing agreement that benefited LT Game and instead enter into
5 a new agreement with Mr. Feng and Empire whereby Empire would receive the lease income and
6 LT Game would receive nothing. Thus, Mr. Feng’s January 21, 2022 email to Dr. Chun claiming
7 that Commerce Casino had found another vendor was fraudulent—the other vendor was indeed
8 Mr. Feng himself. That email had also suggested that Mr. Harris was departing Commerce Casino,
9 when in fact he was soon named its new chief executive officer.

10 141. LT Game’s Smart Card Shoes were never returned to LT Game, despite the fact
11 that they were and are the lawful property of LT Game. Instead, at the time of filing the original
12 Complaint (ECF No. 1), the LT Game Smart Card Shoes were still at Commerce Casino, a few
13 with the LT Game branding still displayed on them while others displayed Empire’s “Play
14 Synergy” logo.

15 142. On information and belief, Mr. Feng and Mr. Harris had either already entered into
16 a broader business arrangement or did so soon after the Commerce Casino Smart Card Shoe deal.
17 Public records reflect that Mr. Harris supplied a large loan to Empire.

18 143. On information and belief, Empire’s Smart Card Shoe products misappropriate
19 Paradise Group Trade Secrets and use, copy, are derivative versions of, and/or distribute the
20 Paradise Group’s LTShoe source code.

21 144. On June 6, 2022, Empire entered into a “Sales and Security Agreement” with Mr.
22 Feng’s company Solution Gaming, whereby Empire sold a substantial amount of gaming
23 equipment to Solution Gaming. The equipment did not belong to Empire; rather, it belonged to
24 LT Game. Leading up to the agreement, Mr. Allison, through communications by interstate and/or
25 foreign wire, had persuaded Paradise that the sale was worthwhile even though the equipment was
26 being sold at a very small margin. Mr. Allison deliberately failed to disclose that, at that time, Mr.
27 Allison was an employee of Solution Gaming. Further, Mr. Allison and Mr. Feng deliberately

1 failed to inform Paradise that Mr. Feng owned and controlled Solution Gaming. Mr. Allison
2 induced Paradise to supply the equipment at a very small margin.

3 145. Following the sale of LT Game equipment to Solution Gaming, Solution Gaming
4 withheld payment for some time. When Paradise inquired about the outstanding payment, Mr.
5 Allison told Paradise that the customer (i.e., Solution Gaming) was withholding payment because
6 of an issue with the equipment. [REDACTED]

7 [REDACTED].

8 146. [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 147. In November 2022, Jason Wu (“**Mr. Wu**”), a Paradise Group employee and
13 subordinate of Ms. Zhao, reported to Ms. Zhao that the Dropbox business account managed by
14 Mr. Kiely had expired and was downgraded to a locked state, such that Mr. Wu, who was
15 responsible for quality assurance and compliance, now had only limited access to the important
16 files stored there. These files contained critical intellectual property and product development
17 information, including source code, compiled files, CFast card images, approval letters,
18 certification documents, demo versions and mathematical models for games, and submission
19 packages for gaming regulators.

20 148. Ms. Zhao informed Mr. Wu that management did not intend to continue using
21 Dropbox. In response, Mr. Wu explained the importance of downloading and saving the files
22 stored on Dropbox, noting his now-limited access and that only individuals in the United States,
23 like Mr. Kiely, had full access. Further, Mr. Wu stressed the need to download all data to prevent
24 significant losses.

25 149. Subsequently, Mr. Wu provided his Dropbox account details to LTG Limited’s IT
26 department so that the available files could be downloaded, which was completed on January 16,
27 2023, and saved on LTG Limited’s storage server.

1 150. On February 22, 2023, LTG Limited's IT personnel discovered that the available
2 files on the Dropbox had been continuously decreasing and some had been deleted. This was
3 communicated to Mr. Wu, who realized that someone with higher access privileges would have
4 had to delete the data from Dropbox. Mr. Wu expressed his concerns to Ms. Zhao that this
5 information could have been unlawfully copied, stolen, or deleted, likely by an administrator with
6 higher access privileges. However, Ms. Zhao never informed Paradise Group management about
7 this significant incident.

8 151. During the game application submission process, Mr. Wu was responsible for
9 communicating with various regulatory agencies in the United States. On December 14, 2022,
10 Mr. Wu reported to Ms. Zhao that he had received four gaming certificates issued by the
11 Mississippi Gaming Commission for Empire products that he had not been involved with. One of
12 these games, "Draw Poker," had gameplay similar to a game discussed in a prior Paradise Group
13 internal meeting. Mr. Wu expressed his concern that Mr. Feng may be using Empire to develop
14 competing products with Plaintiffs' funds and resources, intending to sell them in Macau.
15 However, Ms. Zhao never informed Paradise Group management about this significant incident.

16 152. It is now apparent that Ms. Zhao had been recruited by Mr. Feng to assist in his
17 plans to usurp corporate opportunities from Plaintiffs and form a competing business for more than
18 a year before Ms. Zhao formally resigned from the Paradise Group. Ms. Zhao was privy to
19 Defendants' improper plans and activities, and even though she owed a fiduciary duty to Plaintiffs
20 to inform them of Defendants' misconduct and her involvement in it, she instead engaged in
21 fraudulent concealment for a period at least over a year.

22 153. [REDACTED], at a time when Mr. Allison and Ms. Zhao still worked for the
23 Paradise Group, [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED].

27 154. [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED].

5 155. Mr. Allison and Ms. Zhao, who both still worked for the Paradise Group, failed to
6 inform Paradise that [REDACTED]
7 [REDACTED], including Paradise Group Trade Secrets and Confidential
8 Business Information, [REDACTED] to the detriment of
9 Plaintiffs. On information and belief, Mr. Allison and Ms. Zhao [REDACTED]
10 [REDACTED] assisted with the misappropriation of Paradise Group Trade Secrets and Confidential
11 Business Information.

12 156. [REDACTED]
13 [REDACTED]
14 [REDACTED]. Despite being an officer and fiduciary of the Paradise Group,
15 Ms. Zhao failed to disclose her involvement in Mr. Feng's plans to compete with Plaintiffs in the
16 Macau market. [REDACTED]. On
17 September 23, 2023, Empire set up a branch in Macau under the name of "Empire Technological
18 Group Limited, Macau Branch." Empire has since obtained licenses from the Gaming Inspection
19 and Coordination Bureau to be an electronic gaming machines manufacturers or providers in
20 Macau.

21 157. [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 158. [REDACTED]
26 [REDACTED]
27 [REDACTED]

1 [REDACTED]
2 159. [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 160. Upon completion of the Aruze asset purchase, Mr. Feng caused Empire to undergo
9 a rebranding, dropping the former Play Synergy brand name and now positioning the company as
10 the new incarnation of Aruze, taking on Aruze's former brand appearance and doing business as
11 "Aruze Gaming Global" or "AG2." The re-branded Empire/AG2 debuted at the October 2023
12 G2E trade show conference in Las Vegas.

13 161. At the time of filing the original Complaint (ECF No. 1), the Empire/AG2 website
14 listed Golden Frog Baccarat as one of its electronic table game products. The Golden Frog
15 Baccarat description stated, "Our POWER SHOE and SMRT BOARD allows casinos to eliminate
16 dealer errors and needless keypad entries, while providing valuable gaming data for analytics and
17 game protection." On information and belief, the Golden Frog Baccarat electronic table game
18 product and related equipment misappropriates Paradise Group Trade Secrets and/or infringes the
19 Paradise Golden Frog source code and/or the LTShoe source code.

20 162. At the time of filing the original Complaint (ECF No. 1), the Empire/AG2 Golden
21 Frog Baccarat electronic table games were currently in use in at least the following casinos: (1)
22 Durango Casino and Resort (Las Vegas, NV); (2) Red Rock Casino Resort Spa (Las Vegas, NV);
23 (3) Rampart Casino (Las Vegas, NV); (4) Santa Fe Station Hotel and Casino (Las Vegas, NV); (5)
24 Agua Caliente (Palm Springs, CA, and Rancho Mirage, CA); (6) Bay 101 Casino (San Jose, CA);
25 (7) Graton Resort and Casino (Rohnert Park, CA); (8) Red Hawk Resort Casino (Placerville, CA);
26 (9) Hard Rock Hotel Casino Sacramento (Wheatland, CA); (10) Cache Creek Casino Resort
27 (Brooks, CA); (11) Monarch Casino Resort Spa (Black Hawk, CO); and (12) Hard Rock Hotel

1 Casino Biloxi (Biloxi, MS).

2 163. In morphing Empire into Aruze, Mr. Feng had taken the final step in trying to erase
3 Empire's true origin as an intended long-term exclusive distributor for the Paradise Group, whose
4 very existence and Nevada gaming license has been subsidized by Plaintiffs.

5 164. Mr. Feng has stripped LT Game and the Paradise Group of their management and
6 technology team, misappropriating Plaintiffs' Confidential Business Information and Trade
7 Secrets and hobbling LT Game as a company.

8 165. Plaintiffs had spent millions of dollars trying to build up the Paradise Group's
9 business in the United States and trying to build up Empire as the Paradise Group's exclusive
10 distributor. Mr. Feng fraudulently used that money to advance his own interests, hired away LT
11 Game's management team even as they were still working as officers of LT Game, and unjustly
12 enriched himself with Empire's business assets and gaming licenses that Plaintiffs had subsidized.

13 **COUNT ONE**
14 **Misappropriation of Trade Secrets Under Defend Trade Secrets Act**
15 **18 U.S.C. §§ 1836, *et seq.***
(Against All Defendants)

16 166. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–165
17 herein.

18 167. Plaintiffs assert this claim for misappropriation of trade secrets under federal law
19 against all Defendants.

20 168. Plaintiffs possess valuable Trade Secrets, including but not limited to financial,
21 business, technical, and engineering information including software, hardware, computer
22 programming code, including but not limited to the Paradise Golden Frog source code and LTShoe
23 source code, and product designs and prototypes, including those related to Smart Card Shoes.

24 169. Plaintiffs' Trade Secrets relate to products and/or services used in and intended for
25 use in interstate and/or foreign commerce.

26 170. Mr. Feng, Mr. Allison, Mr. Kiely, and Ms. Zhao (collectively, the “**Employee**
27 **Defendants**”) had access to and acquired Plaintiffs' Trade Secrets as a result of their respective

1 relationships with Plaintiffs and under circumstances where each Employee Defendant was vested
2 with extreme trust and confidence and had a duty to protect and maintain the secrecy of Plaintiffs'
3 Trade Secrets.

4 171. Through the Employee Defendants' conduct, Empire and GSL gained access to and
5 acquired Plaintiffs' Trade Secrets, which were not previously known to Empire or GSL.

6 172. Each of the Defendants knew that the information Plaintiffs provided to the
7 Employee Defendants comprised Plaintiffs' Trade Secrets.

8 173. Plaintiffs have invested significant money and other resources into developing and
9 protecting their Trade Secrets.

10 174. Plaintiffs enjoy an advantage over existing and would-be competitors in the gaming
11 industry by virtue of the Trade Secrets, which have been developed and/or compiled over years of
12 hard work and the substantial investment of money and resources.

13 175. Plaintiffs derive significant competitive and economic benefits insofar as the Trade
14 Secrets are not readily available to the public and are not readily ascertainable or duplicated by
15 others, and as such the Trade Secrets have independent economic value.

16 176. Plaintiffs have taken reasonable steps designed to safeguard the secrecy of the
17 Trade Secrets, including but not limited to the following: (1) implementing policies and procedures
18 that limit access to Trade Secrets; (2) entering into confidentiality and non-compete agreements
19 with Paradise Group employees; (3) limiting internal distribution of Trade Secrets to only those
20 employees who need the information to perform their specific job functions; (4) restricting
21 physical and technological access to Trade Secrets; (5) securing the physical and electronic storage
22 of Trade Secrets; and (6) clearly and conspicuously marking Trade Secrets as confidential.

23 177. The Employee Defendants have used and provided Empire and GSL with Plaintiffs'
24 Trade Secrets, which have been used by Defendants to compete against Plaintiffs.

25 178. Defendants have used the misappropriated Trade Secrets to operate and grow
26 competing businesses in the same markets as Plaintiffs and to solicit and recruit Plaintiffs'
27 employees to Empire.

1 179. Defendants have used and intend to use Plaintiffs' Trade Secrets for their economic
2 benefit to the detriment of Plaintiffs.

3 180. Defendants' improper use of Plaintiffs' Trade Secrets has resulted in significant
4 and irreparable harm to Plaintiffs.

5 181. Defendants' improper use of Plaintiffs' Trade Secrets has provided Defendants
6 with an unfairly obtained competitive advantage.

7 182. Defendants' misappropriation of Plaintiffs' Trade Secrets has directly and
8 proximately caused damages to Plaintiffs, and Plaintiffs are therefore entitled to an award of actual
9 damages in an amount to be proven at trial.

10 183. Defendants' misappropriation of Plaintiffs' Trade Secrets has been and continues
11 to be conducted in a willful and malicious manner, and Plaintiffs are entitled to exemplary damages
12 under 18 U.S.C. § 1836(b)(3)(C) in an amount not exceeding two times the award of damages as
13 well as to attorneys' fees under 18 U.S.C. § 1836(b)(3)(D).

14 184. At all relevant times, the actions described above have caused and are continuing
15 to cause irreparable injury to Plaintiffs for which Plaintiffs have no adequate remedy at law, and
16 Defendants will continue to offend unless enjoined.

17 185. Plaintiffs are entitled to injunctive relief against Defendants to prevent further
18 damage and harm to Plaintiffs.

19 **COUNT TWO**
20 **Misappropriation of Trade Secrets Under Nevada Uniform Trade Secrets Act**
21 **Nev. Rev. Stat. §§ 600A, *et seq.***
(Against All Defendants)

22 186. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–185
23 herein.

24 187. Plaintiffs assert this claim for misappropriation of trade secrets under state law
25 against all Defendants.

26 188. Plaintiffs possess valuable Trade Secrets, including but not limited to financial,
27 business, technical, and engineering information including software, hardware, computer

1 programming code, including but not limited to the Paradise Golden Frog source code and LTShoe
2 source code, and product designs and prototypes, including those related to Smart Card Shoes.

3 189. The Employee Defendants had access to and acquired Plaintiffs' Trade Secrets as
4 a result of their respective relationships with Plaintiffs and under circumstances where each
5 Employee Defendant was vested with extreme trust and confidence and had a duty to protect and
6 maintain the secrecy of Plaintiffs' Trade Secrets.

7 190. Through the Employee Defendants' conduct, Empire and GSL gained access to and
8 acquired Plaintiffs' Trade Secrets, which were not previously known to Empire or GSL.

9 191. Each of the Defendants knew that the information Plaintiffs provided to the
10 Employee Defendants comprised Plaintiffs' Trade Secrets.

11 192. Plaintiffs have invested significant money and other resources into developing and
12 protecting their Trade Secrets.

13 193. Plaintiffs enjoy an advantage over existing and would-be competitors in the gaming
14 industry by virtue of the Trade Secrets, which have been developed and/or compiled over years of
15 hard work and the substantial investment of money and resources.

16 194. Plaintiffs derive significant competitive and economic benefits insofar as the Trade
17 Secrets are not readily available to the public and are not readily ascertainable or duplicated by
18 others, and as such the Trade Secrets have independent economic value.

19 195. Plaintiffs have taken reasonable steps designed to safeguard the secrecy of the
20 Trade Secrets, including but not limited to the following: (1) implementing policies and procedures
21 that limit access to Trade Secrets; (2) entering into confidentiality and non-compete agreements
22 with Paradise Group employees; (3) limiting internal distribution of Trade Secrets to only those
23 employees who need the information to perform their specific job functions; (4) restricting
24 physical and technological access to Trade Secrets; (5) securing the physical and electronic storage
25 of Trade Secrets; and (6) clearly and conspicuously marking Trade Secrets as confidential.

26 196. The Employee Defendants have used and provided Empire and GSL with Plaintiffs'
27 Trade Secrets, which have been used by Defendants to compete against Plaintiffs.

1 197. Defendants have used the misappropriated Trade Secrets to operate and grow a
2 competing business in the same markets as Plaintiffs and to solicit and recruit Plaintiffs' employees
3 to Empire.

4 198. Defendants have used and intend to use Plaintiffs' Trade Secrets for their economic
5 benefit to the detriment of Plaintiffs.

6 199. Defendants' improper use of Plaintiffs' Trade Secrets has resulted in significant
7 and irreparable harm to Plaintiffs.

8 200. Defendants' improper use of Plaintiffs' Trade Secrets has provided Defendants
9 with an unfairly obtained competitive advantage.

10 201. Defendants' misappropriation of Plaintiffs' Trade Secrets has directly and
11 proximately caused damages to Plaintiffs, and Plaintiffs are therefore entitled to an award of actual
12 damages in an amount to be proven at trial.

13 202. Defendants' misappropriation of Plaintiffs' Trade Secrets has been and continues
14 to be conducted in a willful and malicious manner, and Plaintiffs are entitled to exemplary damages
15 under NRS § 600A.050(2) in an amount not exceeding two times the award of damages as well as
16 to attorneys' fees under NRS § 600A.060(3).

17 203. At all relevant times, the actions described above have caused and are continuing
18 to cause irreparable injury to Plaintiffs for which Plaintiffs have no adequate remedy at law, and
19 Defendants will continue to offend unless enjoined.

20 204. Plaintiffs are entitled to injunctive relief against Defendants to prevent further
21 damage and harm to Plaintiffs.

22 **COUNT THREE**
23 **Copyright Infringement**
24 **17 U.S.C. § 101, *et seq.***
 (Against All Defendants)

25 205. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–204
26 herein.

27 206. Plaintiffs assert this claim for copyright infringement against all Defendants.

1 207. The Paradise Golden Frog source code and LTShoe source code are subject to valid,
2 registered copyrights.

3 208. Paradise, through its subsidiary LTG Limited, is the owner of all rights, title, and
4 interest in and to the Paradise Golden Frog source code and LTShoe source code, including the
5 exclusive rights to reproduce, prepare derivative works, distribute copies, and publicly display
6 pursuant to 17 U.S.C. § 106.

7 209. Upon information and belief, Defendants willfully and repeatedly copied and
8 reproduced protected elements of the Paradise Golden Frog source code and LTShoe source code
9 in order to develop Defendants' own gaming products, including but not limited to Empire's
10 Golden Frog Baccarat electronic table games and app and Empire's SMRT Power Shoe.

11 210. Upon information and belief, Defendants have prepared derivative works based
12 upon protected elements of the Paradise Golden Frog source code and LTShoe source code in
13 order to develop Defendants' own gaming products, including but not limited to Empire's Golden
14 Frog Baccarat electronic table games and app and Empire's SMRT Power Shoe.

15 211. Upon information and belief, Defendants have distributed and publicly displayed
16 copies of protected elements of the Paradise Golden Frog source code and LTShoe source code to
17 the public by sale and/or lease of Defendants' infringing gaming products, including but not
18 limited to Empire's Golden Frog Baccarat electronic table games and app and Empire's SMRT
19 Power Shoe.

20 212. Defendants knew or should have known that their actions infringed the exclusive
21 rights of Plaintiffs.

22 213. In addition to directly infringing the exclusive rights of Paradise, Defendants have
23 contributorily and vicariously infringed the exclusive rights of Paradise by controlling, directing,
24 intentionally encouraging, inducing, or materially contributing to the copying, reproducing,
25 creation of derivative works, distribution, and public display of protected elements of the Paradise
26 Golden Frog source code and LTShoe source code.

27 214. Defendants' infringement has proximately caused and is continuing to cause injury

1 to Plaintiffs and their property.

2 215. Plaintiffs have been damaged by Defendants' infringement in an amount to be
3 determined at trial.

4 216. Defendants' infringement has caused Plaintiffs irreparable injury, and unless
5 restrained and enjoined, Defendants will continue to commit such acts. Plaintiffs' remedies at law
6 are not adequate to compensate them for these inflicted and threatened injuries, entitling them to
7 remedies including injunctive relief as provided by 17 U.S.C. § 502 and an order impounding or
8 destroying any and all infringing materials pursuant to 17 U.S.C. § 503.

9 **COUNT FOUR**
10 **Fraud**
(Against All Defendants)

11 217. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–216
12 herein.

13 218. Plaintiffs assert this claim for fraud against all Defendants.

14 219. Despite being president, secretary, treasurer, and sole director of LT Game, and
15 despite assuming the role of president of Empire for the agreed purpose of having Empire act as
16 the Paradise Group's long-term exclusive distributor, Mr. Feng went into business for himself and
17 used Empire and his other several companies in furtherance of a fraudulent scheme to compete
18 against Plaintiffs, usurp Plaintiffs' business opportunities, siphon away LT Game's management,
19 and generally seek to eliminate competition from Plaintiffs in the market so that Mr. Feng's
20 separate business endeavors could supplant those of Plaintiffs.

21 220. Mr. Feng deliberately and maliciously engaged in fraudulent concealment by
22 failing to inform Paradise that he was engaged in the foregoing scheme. In fact, Mr. Feng
23 maintained the facade that he was acting in Plaintiffs' interests while serving as president,
24 secretary, treasurer, and sole director of LT Game. Subsequently, as president of Empire, Mr.
25 Feng still maintained the facade that he was operating Empire for Plaintiffs' benefit as an intended
26 long-term exclusive distributor, deliberately failing to inform Plaintiffs of his other activities and
27 ulterior motives. At all times, Mr. Feng's conduct and communications were intended to affirm

1 that he was working for the benefit of Plaintiffs when in fact Mr. Feng was engaging in deliberate
2 self-dealing adverse to Plaintiffs. Mr. Feng's concealment occurred in all of his numerous
3 communications with Dr. Chun and others in Paradise management.

4 221. Mr. Feng had an obligation to disclose his activities because he was in a position
5 of unique informational advantage and in a position of special fiduciary trust as LT Game's
6 president, secretary, treasurer, and sole director and because of his close family ties in being Dr.
7 Chun's brother-in-law. During the relevant time period herein—and even after he had resigned
8 from LT Game —Mr. Feng continued to profess his loyalty to Dr. Chun, Paradise, and LT Game,
9 claiming to be acting for their benefit. Indeed, Mr. Feng held himself out as an agent of Plaintiffs.

10 222. Mr. Feng also purposefully engaged in numerous express misrepresentations.
11 These included (but are not limited to) his January 21, 2022 misrepresentation to Dr. Chun
12 regarding the Commerce Casino card shoe deal, and more broadly, all of the many instances in
13 which Mr. Feng expressly stated to Dr. Chun and others in Paradise management that he was
14 working for the benefit of Plaintiffs.

15 223. Mr. Feng engaged in his deliberate and willful misrepresentations and concealment
16 to entice Plaintiffs (through Dr. Chun and other Paradise managers controlling LT Game) to
17 continue to pay large sums of money to support his improper operations at LT Game and Empire.
18 Paradise (and, at its direction, LT Game) were spending a substantial amount of money that Mr.
19 Feng was using to, among other things: (1) secure gaming licenses for Empire that Mr. Feng
20 covertly intended to ultimately use for his own business purposes; (2) pay salaries of those
21 employed at LT Game and Empire who Mr. Feng had recruited to actively help him implement
22 his improper scheme; (3) pay for office space, equipment, and business supplies, all for the
23 financial benefit of Mr. Feng's improper plan; (4) pay for legal services in furtherance of Mr.
24 Feng's improper plan; (5) fund Mr. Feng's operation of F2; and (6) continue supporting Mr. Feng
25 financially so that he was able to have the financial freedom to pursue his improper plan. Mr. Feng
26 fraudulently caused Plaintiffs to unwittingly pay for their own usurpation in the market.

27 224. Mr. Feng also engaged in his deliberate and willful misrepresentations and

1 concealment to entice Plaintiffs to continue to lend their valuable reputation to his business affairs.
2 On information and belief, it was Mr. Feng's association with Paradise that opened doors for him
3 to make business connections, which was important to his plan to ultimately usurp Plaintiffs in the
4 market.

5 225. Paradise and LT Game (including Dr. Chun and other managers in Paradise
6 management controlling LT Game) reasonably relied on Mr. Feng's fraud because of his role as a
7 fiduciary of LT Game, his long-time position as a consultant for the Paradise Group, and the fact
8 that he is Dr. Chun's brother-in-law. They also relied upon Mr. Feng's continual affirmations of
9 loyalty to the family and the family business.

10 226. Plaintiffs would never have agreed to supply the support and resources that they
11 did had they known of Mr. Feng's plans to create his own competing business and usurp Plaintiffs
12 in the market.

13 227. Acting as Empire's President, Mr. Feng directed Empire to participate in his
14 fraudulent scheme. Empire engaged in fraudulent concealment by not revealing its involvement
15 in Mr. Feng's fraudulent scheme to Plaintiffs. Empire did this so that it could continue to receive
16 support and funding from Plaintiffs. Empire owed a duty of disclosure to Plaintiffs in view of the
17 close relationship between the companies, Plaintiffs' role as Empire's benefactors, and Empire's
18 superior knowledge of the circumstances.

19 228. Mr. Allison actively and knowingly participated in Mr. Feng's fraudulent scheme.
20 Like Mr. Feng, Mr. Allison knowingly engaged in fraudulent concealment in failing to disclose
21 that, while still working at LT Game, he was also actively assisting Mr. Feng to build up a
22 competitive business enterprise with the intent that it usurp Plaintiffs in the market. Mr. Allison
23 had become a fiduciary of LT Game because of his role there and his representations to Paradise
24 management that he was acting for the company's benefit. Because of the close trusted
25 relationship between the parties and Mr. Allison's superior knowledge of the circumstances, he
26 owed a duty of disclosure.

27 229. Mr. Allison continued his fraudulent conduct after Mr. Feng resigned from LT

1 Game by, for example, inducing Plaintiffs to approve of the deal with Solution Gaming while
2 concealing the fact that he was an employee of Solution Gaming and that Solution Gaming was
3 controlled by Mr. Feng and was part of Mr. Feng's scheme to usurp Plaintiffs in the Market.

4 230. Further, Mr. Allison's participation in Mr. Feng's fraudulent scheme included his
5 assistance with the misappropriation of Paradise Group Trade Secrets and Confidential Business
6 Information [REDACTED].

7 231. On information and belief, GSL is an entity controlled by Mr. Allison. GSL is
8 liable for the same misconduct as Mr. Allison.

9 232. Paradise and LT Game reasonably relied on Mr. Allison's and GSL's fraud because
10 of Mr. Allison's role as a fiduciary and agent of LT Game and the Paradise Group, his contract
11 with LT Game, and his close ties to Mr. Feng, who was otherwise trusted as Dr. Chun's brother-
12 in-law and long-time consultant for the Paradise Group. Mr. Allison was aware of Plaintiffs' trust
13 in Mr. Feng and took advantage of that trust in associating himself with Mr. Feng.

14 233. Mr. Kiely also actively and knowingly participated in Mr. Feng's fraudulent
15 scheme. Like Mr. Feng, Mr. Kiely knowingly engaged in fraudulent concealment in failing to
16 disclose that, while still working at LT Game for the interests of LT Game and the Paradise Group,
17 he was also actively assisting Mr. Feng to build up a competitive business enterprise with the intent
18 that it usurp Plaintiffs in the market. Mr. Kiely had become a fiduciary of LT Game and the
19 Paradise Group because of his role there and his representations to Paradise management that he
20 was acting for the company's benefit. Because of the close trusted relationship between the parties
21 and Mr. Kiely's superior knowledge of the circumstances, he owed a duty of disclosure.

22 234. Mr. Kiely's participation in Mr. Feng's fraudulent scheme included causing LT
23 Game to enter into a contract with Akkadian for slot game development, signing on behalf of LT
24 Game while deliberately failing to inform Paradise [REDACTED]

25 [REDACTED].
26 235. Further, Mr. Kiely's participation in Mr. Feng's fraudulent scheme included his
27 assistance with the misappropriation of Paradise Group Trade Secrets and Confidential Business

1 Information [REDACTED]

2 236. In concert with Mr. Feng, Mr. Kiely also attempted to have LT Game contract with
3 the non-existent Playful Games, Inc. for slot game development.

4 237. Paradise and LT Game reasonably relied on Mr. Kiely's fraud because of Mr.
5 Kiely's role as a fiduciary of LT Game and the Paradise Group, his contract with LT Game, and
6 his close ties to Mr. Feng, who was otherwise trusted as Dr. Chun's brother-in-law and long-time
7 consultant for the Paradise Group. Mr. Kiely was aware of Plaintiffs' trust in Mr. Feng and took
8 advantage of that trust in associating himself with Mr. Feng.

9 238. Ms. Zhao also actively and knowingly participated in Mr. Feng's fraudulent
10 scheme. Like Mr. Feng, Ms. Zhao knowingly engaged in fraudulent concealment in failing to
11 disclose that, while still working for the Paradise Group to advance the interests of the Paradise
12 Group, she was also [REDACTED]

13 [REDACTED]. Ms. Zhao had become a fiduciary of the Paradise
14 Group because of her role there, her position of special confidence with Dr. Chun and the other
15 managers of Paradise, and her representations to Paradise management that she was acting for the
16 company's benefit. Because of the close trusted relationship between the parties and Ms. Zhao's
17 superior knowledge of the circumstances, she owed a duty of disclosure.

18 239. Ms. Zhao's participation in Mr. Feng's fraudulent scheme included [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]. Ms. Zhao was aware of
22 Defendants' improper plans and activities and intentionally concealed these wrongdoings by, for
23 example, failing to report to Paradise Group management the significant incidents observed and
24 reported to Ms. Zhao by Mr. Wu.

25 240. Further, Ms. Zhao's participation in Mr. Feng's fraudulent scheme included her
26 assistance with the misappropriation of Paradise Group Trade Secrets and Confidential Business
27 Information [REDACTED].

1 Paradise Group's long-term exclusive distributor, including Empire employee salaries, Empire
2 office expenses, and Empire gaming license procurement expenses and legal fees; (3) the loss of
3 the Smart Card Shoes at Commerce Casino, as well as the lucrative Commerce Casino leasing
4 contract; (4) losses on the sale to Solution Gaming; (5) lost business opportunities usurped by Mr.
5 Feng, including the F2 opportunity; (6) loss of reputation; and (7) other losses to be shown by the
6 evidence adduced in this case.

7 258. Plaintiffs seek compensation for their monetary losses.

8 259. Plaintiffs seek punitive damages for the knowing, willful, and intentional
9 misconduct alleged herein.

10 260. As a direct and proximate result of the misconduct alleged herein, Plaintiffs have
11 been injured and damaged in an amount to be proven at trial plus applicable interest, attorneys'
12 fees, and costs.

13 **COUNT SEVEN**
14 **Conversion**
(Against Empire and Mr. Feng)

15 261. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–260
16 herein.

17 262. Plaintiffs assert this claim for conversion against Empire and Mr. Feng.

18 263. The same facts that support Plaintiffs' claims for fraud against Mr. Feng and
19 Empire also support a claim for conversion. In particular, Mr. Feng and Empire wrongfully
20 induced Plaintiffs to transfer large sums of money to finance the fraudulent activities of Mr. Feng
21 and Empire, which Plaintiffs would never have provided if they had known of the misconduct.
22 Mr. Feng and Empire also unlawfully retained dominion over the Smart Card Shoes that should
23 have been returned to LT Game, claiming them instead for Empire, and converting the cash flow
24 from their lease to Commerce Casino.

25 264. Plaintiffs seek compensation for their monetary losses.

26 265. Plaintiffs seek punitive damages for the knowing, willful, and intentional
27 misconduct alleged herein.

1 intent to deceive and defraud Plaintiffs and obtain money and property. Likewise, the RICO
2 Defendants knowingly and intentionally used wires to make, or cause to be made, statements in
3 furtherance of or incident an essential component to the scheme to defraud.

4 273. Plaintiffs have suffered injury by reason of the RICO Defendants repeated and
5 systemic misrepresentations, half-truths, and/or material omissions, including multiple instances
6 of wire fraud. As a result of the RICO Defendants' fraud, Plaintiffs have wired money and
7 payments to and for the benefit of Empire and the RICO Defendants.

8 274. Plaintiffs have been damaged by the RICO Defendants' violations of 18 U.S.C §
9 1962 in an amount to be determined at trial, including treble damages, attorneys' fees, and costs.

10 **COUNT NINE**
11 **Unjust Enrichment**
(Against Empire and Mr. Feng)

12 275. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–274
13 herein.

14 276. Plaintiffs assert this claim for unjust enrichment against Empire and Mr. Feng.

15 277. Plaintiffs paid large sums of money to unknowingly support Mr. Feng's unlawful
16 personal business agenda to build up a competing business operation to supplant Plaintiffs in the
17 market. Paradise (and, at its direction, among other subsidiaries, LT Game) were spending a
18 substantial amount of money that Mr. Feng was using to, among other things: (1) secure gaming
19 licenses for Empire that Mr. Feng covertly intended to ultimately use for his own business
20 purposes; (2) pay salaries of those employed at LT Game and Empire who Mr. Feng had recruited
21 to actively help him implement his improper scheme; (3) pay for office space, equipment, and
22 business supplies, all for the financial benefit of Mr. Feng's improper plan; (4) pay for legal
23 services in furtherance of Mr. Feng's improper plan; (5) fund Mr. Feng's operation of F2; and (6)
24 continue supporting Mr. Feng financially so that he was able to have the financial freedom to
25 pursue his improper plan. Mr. Feng fraudulently caused Plaintiffs to unwittingly pay for their own
26 usurpation in the market.

27 278. Plaintiffs' unknowing financial support for Mr. Feng and Empire's improper

1 dealings constitutes unjust enrichment of Mr. Feng and Empire that they should not equitably be
2 allowed to keep.

3 279. Plaintiffs seek recovery of the money that was used by Mr. Feng and Empire to
4 engage in Mr. Feng's fraudulent plans.

5 280. Plaintiffs seek imposition of a constructive trust to recover all ill-gotten gains of
6 Mr. Feng and Empire.

7 **COUNT TEN**
8 **Breach of Fiduciary Duty**
(Against Mr. Feng, Mr. Allison, Mr. Kiely, and Ms. Zhao)

9 281. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–280
10 herein.

11 282. Plaintiffs assert this claim for breach of fiduciary duties against the Employee
12 Defendants.

13 283. The Employee Defendants were corporate officers of LT Game/LTG Limited and
14 the Paradise Group, and in that role owed a fiduciary duty to the company and the group. This
15 included a duty to advance the interests of the company, to not engage in self-dealing, to not usurp
16 corporate opportunities, to avoid waste, and to not engage in separate business plans adverse to
17 the company.

18 284. Mr. Feng was also a fiduciary of Plaintiffs because of his unique position of special
19 confidence with Dr. Chun and the other managers of Paradise who controlled LT Game, having
20 repeatedly reaffirmed for years that he was acting in the best interests of the family and the family
21 business. Indeed, Mr. Feng held himself out to be an agent for Plaintiffs.

22 285. Mr. Allison aligned himself with Mr. Feng, and in his communications with
23 Plaintiffs presented himself as acting in the best interests of the companies. Mr. Allison was aware
24 of the special trust that Plaintiffs had in Mr. Feng and associated himself with that knowing that
25 Plaintiffs would rely upon it.

26 286. Mr. Kiely likewise associated himself with Mr. Feng, and in communications with
27 Plaintiffs presented himself as acting in the best interests of the companies. Mr. Kiely was aware

1 of the special trust that Plaintiffs had in Mr. Feng and associated himself with that knowing that
2 Plaintiffs would rely upon it.

3 287. Ms. Zhao aligned herself with Mr. Feng, her cousin, and in her communications
4 with Plaintiffs presented herself as acting in the best interests of the companies. Ms. Zhao was
5 aware of the special trust that Plaintiffs had in Mr. Feng and associated herself with that knowing
6 that Plaintiffs would rely upon it. Ms. Zhao herself occupied a position of special confidence with
7 Dr. Chun as a close family member and as a direct report to Paradise management, including Dr.
8 Chun.

9 288. The Employee Defendants breached their fiduciary duties by actively and
10 knowingly engaging in a covert scheme to build up a business through Empire and Mr. Feng's
11 other companies to compete with and usurp Plaintiffs in the market, taking away corporate
12 opportunities while siphoning Plaintiffs' money and the labor of LT Game and the Paradise Group
13 employees in furtherance of the scheme. The Employee Defendants owed Plaintiffs duties of
14 loyalty and disclosure that they breached by maintaining their covert plan.

15 289. Mr. Feng, Mr. Allison, Mr. Kiely, and Ms. Zhao continued to be fiduciaries after
16 Mr. Feng's resignation from LT Game. Mr. Feng continued to profess loyalty to Plaintiffs in his
17 communications with Dr. Chun and others in Paradise management in charge of LT Game and
18 failed to disclose his activities. Mr. Allison continued to work for the interests of LT Game and
19 the Paradise Group through GSL and to join in Mr. Feng's fraud and concealment. Mr. Kiely
20 continued to work as the chief technology officer of LT Game and the Paradise Group well into
21 2023, while also participating in Mr. Feng's improper plans. Ms. Zhao likewise continued to work
22 as the chief operating officer of the Paradise Group until October 2023, while also participating in
23 Mr. Feng's scheme.

24 290. Plaintiffs suffered substantial monetary losses as a result of the breach of fiduciary
25 duties alleged herein. These losses include: (1) all monies paid into LT Game and Empire that
26 were used without Plaintiffs' knowledge to further Mr. Feng's fraudulent scheme; (2) monies that
27 Plaintiffs knowingly paid to support Empire based upon the misrepresentation that Empire was to

1 be the Paradise Group's long-term exclusive distributor, including Empire employee salaries,
2 Empire office expenses, and Empire gaming license procurement expenses and legal fees; (3) the
3 loss of the Smart Card Shoes at Commerce Casino, as well as the lucrative Commerce Casino
4 leasing contract; (4) losses on the sale to Solution Gaming; (5) lost business opportunities usurped
5 by Mr. Feng, including the F2 opportunity; (6) loss of reputation; and (7) other losses to be shown
6 by the evidence adduced in this case.

7 291. Plaintiffs seek compensation for their monetary losses.

8 292. Plaintiffs seek punitive damages for the knowing, willful, and intentional
9 misconduct alleged herein.

10 293. As a direct and proximate result of the breaches alleged herein, Plaintiffs have been
11 injured and damaged in an amount to be proven at trial plus applicable interest, attorneys' fees,
12 and costs.

13 **COUNT ELEVEN**
14 **Aiding and Abetting**
(Against Mr. Feng, Mr. Allison, Mr. Kiely, and Ms. Zhao)

15 294. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–293
16 herein.

17 295. Plaintiffs assert this claim for aiding and abetting breaches of fiduciary duties
18 against the Employee Defendants.

19 296. As set forth in Plaintiffs' cause of action for breach of fiduciary duties, each of Mr.
20 Feng, Mr. Allison, Mr. Kiely, and Ms. Zhao breached their fiduciary duties to Plaintiffs.

21 297. Each of Mr. Feng, Mr. Allison, Mr. Kiely, and Ms. Zhao also knowingly and
22 actively aided and abetted each other to breach the other's fiduciary duties, acting in concert.

23 298. Plaintiffs suffered substantial monetary losses as a result of the breach of fiduciary
24 duties alleged herein, and the Employee Defendants are responsible for losses that they aided and
25 abetted. These losses include: (1) all monies paid into LT Game and Empire that were used without
26 Plaintiffs' knowledge to further Mr. Feng's fraudulent scheme; (2) monies that Plaintiffs
27 knowingly paid to support Empire based upon the misrepresentation that Empire was to be the

1 Paradise Group's long-term exclusive distributor, including Empire employee salaries, Empire
2 office expenses, and Empire gaming license procurement expenses and legal fees; (3) the loss of
3 the Smart Card Shoes at Commerce Casino, as well as the lucrative Commerce Casino leasing
4 contract; (4) losses on the sale to Solution Gaming; (5) lost business opportunities usurped by Mr.
5 Feng, including the F2 opportunity; (6) loss of reputation; and (7) other losses to be shown by the
6 evidence adduced in this case.

7 299. Plaintiffs seek compensation for their monetary losses.

8 300. Plaintiffs seek punitive damages for the knowing, willful, and intentional
9 misconduct alleged herein.

10 301. As a direct and proximate result of the breaches alleged herein, Plaintiffs have been
11 injured and damaged in an amount to be proven at trial plus applicable interest, late fees, attorneys'
12 fees, and costs.

13 **COUNT TWELVE**
14 **Breach of Contract**
(Against GSL, Mr. Allison, Mr. Kiely and Ms. Zhao)

15 302. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–301
16 herein.

17 303. Plaintiffs assert this claim for breach of contract against GSL, Mr. Allison, Mr.
18 Kiely, and Ms. Zhao.

19 304. Each of Mr. Kiely, Mr. Allison, and GSL had entered into written contracts with
20 LT Game under which they were bound to not compete with LT Game and the Paradise Group
21 and to maintain confidentiality of all non-public LT Game and the Paradise Group business
22 information. These included Mr. Kiely's August 30, 2019 Employment Contract with LT Game,
23 Mr. Allison's January 1, 2020 Employment Contract with LT Game, and GSL's June 30, 2022
24 Agreement with LT Game.

25 305. Likewise, Ms. Zhao had entered into oral contracts with the Paradise Group relating
26 to her employment from 2007 to 2023. The Paradise Group reasonably relied on these oral
27 contracts because Ms. Zhao occupied a position of special confidence with Dr. Chun as a close

1 family member and because Paradise's senior management were advised by their Macau attorneys
2 that such oral employment contracts were in accordance with Macau law. During her employment,
3 the Paradise Group provided payments for Ms. Zhao's remuneration, income taxes, medical and
4 sick leave benefits, and other benefits, such as discretionary bonuses. In exchange, Ms. Zhao
5 agreed to, among other things, serve as the Paradise Group's chief operating officer, which
6 necessarily required that Ms. Zhao exclusively advance the interests of the Paradise Group and
7 safeguard all Paradise Group property and non-public business information.

8 306. While those contracts were in force, Mr. Kiely, Mr. Allison, GSL and Ms. Zhao,
9 each performed work for Mr. Feng and Empire in furtherance of Mr. Feng's fraudulent scheme to
10 build up a competing business against LT Game and the Paradise Group and usurp LT Game in
11 the market. Mr. Kiely, Mr. Allison, GSL and Ms. Zhao used their special knowledge of
12 confidential LT Game and the Paradise Group information to support Mr. Feng and Empire's
13 scheme. Mr. Kiely, Mr. Allison, GSL, and Ms. Zhao thereby breached their contracts with
14 Plaintiffs.

15 307. Mr. Kiely further breached his agreements with LT Game by assigning rights in
16 intellectual property developed at LT Game and the Paradise Group to Empire.

17 308. Plaintiffs suffered substantial monetary losses as a result of the breaches alleged
18 herein, as the breaches contributed in-part directly and foreseeably to other monetary losses alleged
19 in Plaintiffs' other causes of action hereunder.

20 309. Plaintiffs seek compensation for their monetary losses.

21 310. Plaintiffs seek an injunction precluding Mr. Kiely, Mr. Allison, GSL, and Ms. Zhao
22 from using or disclosing Plaintiffs Trade Secrets and Confidential Business Information to anyone
23 outside of the Paradise Group.

24 311. Plaintiffs seek an order declaring that they have an ownership interest in all
25 intellectual property rights improperly assigned to Empire and/or in Defendants' possession and
26 requiring transfer of such interests.

27 312. As a direct and proximate result of the breaches alleged herein, Plaintiffs have been

1 injured and damaged in an amount to be proven at trial plus applicable interest, attorneys' fees,
2 and costs.

3 **COUNT THIRTEEN**
4 **Tortious Interference with Contract**
(Against Empire and Mr. Feng)

5 313. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1–312
6 herein.

7 314. Plaintiffs assert this claim for tortious interference with contract against Empire and
8 Mr. Feng.

9 315. As alleged in Plaintiffs' claim for breach of contract, Mr. Kiely, Mr. Allison, GSL,
10 and Ms. Zhao breached their contracts with Plaintiffs.

11 316. Mr. Feng (and through him, Empire) was well aware of those contracts, yet
12 knowingly and tortiously interfered with them by compelling Mr. Kiely, Mr. Allison, and Ms.
13 Zhao to covertly support Mr. Feng's scheme to supplant LT Game and the Paradise Group and
14 siphon their money and resources. Mr. Feng and Empire did this at a time when they knew that
15 the respective contracts between Plaintiffs and Mr. Kiely, Mr. Allison, GSL, and Ms. Zhao were
16 in effect.

17 317. Plaintiffs suffered substantial monetary losses as a result of the breaches alleged
18 herein, as the breaches contributed in-part directly and foreseeably to other monetary losses alleged
19 in Plaintiffs' other causes of action herein.

20 318. Plaintiffs seek compensation for their monetary losses.

21 319. Plaintiffs seek punitive damages for Mr. Feng and Empire's knowing and deliberate
22 misconduct.

23 320. As a direct and proximate cause of the breaches alleged herein, Plaintiffs have been
24 injured and damaged in an amount to be proven at trial plus applicable interest, attorneys' fees,
25 and costs.

26 **PRAYER FOR RELIEF**

27 Wherefore, Plaintiffs pray that this Court enter judgment against Defendants and in favor

1 of Plaintiffs:

2 A. For an award of compensatory, actual, and special damages;

3 B. For an award of exemplary and punitive damages;

4 C. For an accounting of all gains, profits, and advantages derived by Defendants as a
5 result of their misappropriation, improper use, and infringement of Plaintiffs' Trade Secrets,
6 Confidential Business Information, copyrighted works, financial resources, and other support;

7 D. For an injunction enjoining Defendants and their affiliates from: (1) accessing,
8 disseminating, or otherwise using Plaintiffs' Trade Secrets and Confidential Business Information,
9 and requiring that any such information in their possession be returned to Plaintiffs; (2) using
10 Plaintiffs' Trade Secrets and Confidential Business Information to interfere with Plaintiffs'
11 business and/or for the benefit of Defendants or any third parties; (3) using Plaintiffs' Trade Secrets
12 and Confidential Business Information to solicit and/or recruit Plaintiffs' employees; and
13 manufacturing, reproducing, distributing, adapting, displaying, advertising, promoting, or offering
14 for sale and/or selling any materials that are substantially similar to Plaintiffs' copyrighted works,
15 and to deliver to the Court for destruction or other reasonable disposition all such materials and
16 means for producing same in Defendants' possession or control;

17 E. For an award of restitution;

18 F. For an award of prejudgment and post-judgment interest until the judgment is paid
19 in full;

20 G. For an award of attorneys' fees and costs as allowed by law; and

21 H. For such other and further relief as the Court deems just and proper.

22 **DEMAND FOR JURY TRIAL**

23 In accordance with Fed. R. Civ. P. 38(b), Plaintiffs hereby demand a trial by jury for all
24 issues triable by jury.

25 DATED: February 27, 2025

26 /s/ Jessica M. Lujan

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